The Solicitors' Journal
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All letters intended for publication must be authenticated by the name of the writer.

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King's Counsel.

ONE PROBABLE effect of the Demise of the Crown Act, 1901, to which we referred last week, is to render unnecessary any such reappointment of King's Counsel as took place after the death of Queen VICTORIA. That Act, it is true, is retrospective in its operation, and took effect "as from the last demise of the Crown." But it did not receive the royal assent until the 2nd of July. In the meantime the position of Queen's Counsel had been regularized, as shewn by the following notice in the *London Gazette* of the 15th of February: "Crown Office, February 15th, 1901. The King has been pleased by several letters patent under the Great Seal to appoint and declare: That the persons who were appointed by her late Majesty to be of her Majesty's Counsel learned in the law shall be of his Majesty's Counsel learned in the law, with all such precedence, power, and authority as were originally granted to them." Then follow similar re-appointments of Lords Lieutenant and Justices of the Peace. If deemed advisable, no doubt a similar reappointment will be made early in the present reign, but these cases seem just as much to fall within the scope of the Act of 1901 as paid and more formal offices.

The Great Seal.

THE ACCESSION of King GEORGE will necessitate the adoption of a new Great Seal; but it is not at all probable that this will be considered a matter of urgency. Queen VICTORIA died in January, 1901, but it was not until November, 1904, that a new Great Seal was handed by the King to the then Lord Chancellor. The procedure for obtaining it appears to be, in the first place, at a meeting of the Privy Council, to submit to the King the design for the new seal and obtain his approval of it, and then to put it in hand. It may take a year or two to complete. When it is completed, it is given to the King, who at a meeting of the Privy Council formally hands it to the Lord Chancellor. It is a very sacred object. "If a man counterfeit the king's great or privy seal," says BLACKSTONE, "this is high treason"; but he proceeds to narrate "the knavish artifice of a lawyer" who glued together two pieces of parchment, on the uppermost of which he wrote a patent, to which he regularly obtained the Great Seal, the label going through both of the skins. He then dissolved the cement, and, taking off the written patent, on the whole blank skin he wrote a fresh patent of a different import from the former, and "published it as true." This was held no counterfeiting of the Great Seal, but only "a great misprision"; and COKE, with some indignation, mentions that the offender was living in his

day. He evidently thought that the knavish lawyer ought to have lost his head.

Stamps on Leases.

WRITING WITH regard to our recent article on "Stamps on Leases as affected by the Revenue Act, 1909, s. 8"—in which, as amended by a subsequent note, we said that "in all cases where a lease contains a covenant to expend a definite sum in erecting new buildings or in completing partially-erected buildings, an *ad valorem* stamp in respect of that sum must be affixed in addition to the *ad valorem* stamp in respect of the rent"—a correspondent writes to inform us that

> "as the result of a communication sent direct to the Commissioners of Inland Revenue, the Deputy Controller of Stamps writes, under date May 14th, repudiating the construction placed by your contributor on section 8 of 9 Ed. 7, c. 43, as applying to cases where there is a covenant to expend a definite sum in buildings in a lease. The Deputy Controller says: "This section only applies in cases where the covenant would attract *ad valorem* duty' and adds, 'a covenant to expend certain sums in building does not fall within its provisions.' Further, on adjudication at Somerset House, a lease containing a covenant to expend a definite sum on buildings was three days ago adjudged duly stamped with the *ad valorem* duty on the reserved rent only, although the adjudicator's attention was drawn to the section."

We may, therefore, conclude that, in spite of the case of *Re Bolton's Lease* (L. R. 5 Ex. 82), to which we referred, the Inland Revenue authorities have decided that section 8 of the Revenue Act, 1909, has not the effect we ascribed to it. The matter, as our correspondent remarks, is in practice of great importance, and general relief will be felt at the intimation which our correspondent has been good enough to elicit.

A New Law Library.

IT IS STATED in the *Times* that the Government will set up, in the building that at present houses the Privy Council, a general law library which will contain "the necessary records relating to the whole of the Dominions, India, and the Crown Colonies." It is not clear what is meant by "necessary records," but as the library is to be a general law library in the actual neighbourhood of the Court of Final Appeal for the oversea dominions, it as apparently intended to make it a library where all necessary books can be consulted that may be wanted in connection with any question of jurisprudence in any part of the Empire—including, we may hope and expect, the African Protectorates. If this is the scheme proposed, its accomplishment will be a real boon to all who are interested in legal questions not confined to the United Kingdom. At present no one library in London contains even a complete set of all the colonial reports, and it is frequently necessary to go from one library to another to consult the books required, in order to settle some point of law not covered by the statutes and cases of the United Kingdom. Then, too, Canadians, Australians and South Africans, &c., who come to London to conduct or take part in an appeal to the Judicial Committee are apt to find themselves in great difficulties for want of some sufficiently stocked library to which they can have access as of right. There is at present no law library in London which a colonial barrister or solicitor who has not an English qualification has the right to enter. Certainly there are a good many well-filled shelves in the rather mean chamber occupied by the Judicial Committee, but a room in which appeals are heard is not a convenient library—is, in fact, hardly a library at all. The "general" part of the new law library will be appreciated by the colonial temporarily in London, and the "colonial" part will be appreciated by those who are here permanently, but have to do with colonial law.

The Conversion of Friendly Societies into Limited Companies.

THE COURT of Appeal have affirmed (*Times*, 7th inst.) the judgment of EVE, J., in *McGlade* v. *Royal London Mutual Insurance Society* (*ante*, p. 361), with respect to the conversion of a friendly society into a company with enlarged objects, but upon the technical ground taken by that learned judge and not upon the merits of the case, which, it was admitted, might have led to a different result. The technical ground was that the conversion of the society into a limited company had already taken place, and the plaintiff was seeking to restrain the company from exercising the powers conferred upon it by the memorandum of association. After a company has been incorporated and a certificate of incorporation issued, it is incompetent for a member of the company to attack its powers in this way. Under section 17 of the Companies Act, 1908, which reproduces section 1 (1) of the Companies Act, 1900, the certificate is "conclusive evidence that all the requirements of the Act in respect of registration, and of matters precedent and incidental thereto, have been complied with"; and it is impossible, therefore, to question the incorporation and constitution of the company as such. In the previous case of *Blythe* v. *Birtley* (1910, 1 Ch. 228), which also went to the Court of Appeal, the conversion of the friendly society into a company had not been effected, but a special resolution under section 71 of the Friendly Societies Act, 1896, authorizing the conversion had been passed. The company was to have objects quite outside the scope of those of the society, and it was held that this was an improper use of the machinery for conversion, and must be restrained. The difference between the case where the conversion is still in the future and that where it has been accomplished and a certificate of incorporation obtained is clear, but the Court of Appeal suggested that in different proceedings the plaintiff might have had a remedy; if, for instance, he had questioned the validity of the special resolution, and had sought a declaration that the friendly society was still in existence. Suggestions of this kind, however, are not very satisfactory, and if a plaintiff is in fact right on the merits, though wrong in form, the case seems to be one for amendment of the form and decision on the merits.

The Demise of the Crown in Australia.

OF ALL the oversea dominions, Australia is the one most likely to be interested in any question that may arise as to the effect oversea of the demise of the Crown. The matter has been set at rest so far as the Dominion of Canada is concerned, as pointed out last week (*ante*, p. 499), and cannot at present be raised in relation to the Union of South Africa. In Australia—the third of the great self-governing conglomerate territories—the question may even now be of some practical importance, for a federal parliament was in existence at the time of King EDWARD'S death, and the Constitution of 1900 makes no express provision on the subject of the demise of the Crown. It so happens that what is believed to be the only instance of the validity of a statute being attacked, on the ground of its having been passed by a Legislature in being at a demise of the Crown and subsequently to that demise, is furnished by a case on appeal to the Privy Council from one of the then Australian colonies. This case is *Devine* v. *Holloway* (1861, 14 Moo. P. C. 290, 9 W. R. 642). The question at issue turned on the construction of the Real Property Limitation Act, 1833, which was adopted in New South Wales by the local Act 8 Will. No. 3 in 1837, three weeks after the death of King WILLIAM IV. The point was taken that this Act of the Colonial Legislature was invalid, and that the Legislative Council that passed it had been *de jure* dissolved by the King's death. The Council was purely a nominee, not an elected body. The Privy Council held that the Act was perfectly valid, thereby deciding that the demise of the Crown had not had the effect contended for. This decision would not, of course, apply to elected councils or assemblies. With respect to the present Constitution of the Commonwealth, the oath of allegiance purports to be taken by members of Parliament in favour of the reigning sovereign "his heirs and successors," whilst in most of the older colonial constitutions the reigning sovereign only was mentioned by name. It is possible that this newer form of oath of allegiance may be held to imply that Parliament is not brought to an end by a demise of the crown. But the question is an extremely difficult one. Among the Australian States referred to last week as having legislated on the subject of the demise of the Crown should have been included Victoria. In 1876 an enactment was passed by the Victorian Legislature on the model of the English enactment of 1867, making the duration of the local Parliament independent of the Crown's demise.

The Licences Compensation Charge and Reversionary Leases.

A CORRESPONDENT whose letter we published a fortnight ago (*ante*, p. 474) calls attention to the fact that the result in *Llangattock* v. *Watney, Combe, Reid & Co.* (in House of Lords, *ante*, p. 456; in the Court of Appeal, *ante*, p. 117; 1910, 1 K. B. 236) did not depend on the interpolation of a nominal term of one day between the existing and reversionary leases, and that the lessor would have had to pay what is undoubtedly an undue share of the compensation charge, even if the two leases in question had been continuous. This is in accordance with the reason given by COZENS-HARDY, M.R., in his judgment in the Court of Appeal, and though our correspondent suggests that there is a flaw in the reasoning, we think that his inability to detect it is due to the fact that it does not exist. The point in question can be stated very shortly. The lessee of a public-house is in possession under a lease which has, say, ten years to run. He acquires a reversionary lease for forty years to commence on the determination of the existing lease. A compensation charge of £100 is levied on, and paid by, him. Under the second schedule to the Licensing Act, 1904, he can deduct from his rent £45 of this charge if his "unexpired term" is ten years; but if the two terms are added together, so as to make one term of fifty years, he can only deduct £3. The difference is due to the fact that the Legislature assumed that the shorter the unexpired term the greater would be the benefit derived by the lessor from the compensation fund; and this is right if the lessor actually regains possession at the end of the term. The schedule, however, recognizes no such qualification, but makes the deduction depend solely on the length of the "unexpired term." The objection to adding the two periods together—the ten and forty years—is that the latter does not represent a term in the strict sense; that is, it confers on the lessee no estate in the land, but simply an *interesse termini*; and this seems to be so notwithstanding that the lessee is already in possession under the earlier lease. Where two concurrent leases become vested in the same person, the shorter is, in the absence of an intention to keep it alive, merged in the greater. When the leases are successive and continuous, there is no question of merger, nor are the two terms aggregated. Each has its separate existence with its separate incidents. Under the existing lease there is a term in the legal sense, and the unexpired residue of this term gives the proportion in which the compensation charge can be deducted from the rent. Under the future lease there is no more than an *interesse termini*, and before this can become an existing term, the earlier term, as COZENS-HARDY, M.R., pointed out, may have been destroyed by forfeiture and re-entry. That a reversionary lease to follow immediately on an existing lease gives only an *interesse termini* has been frequently recognized: *Smith* v. *Day* (2 M. & W. 684), *Blatchfield* v. *Cole* (5 C. B. N. S. 514), *Joyner* v. *Weeks* (1891, 2 Q. B. 31). And this is further illustrated by the rule that, on a surrender of a lease and simultaneous granting of a new lease, an estate in possession vests in the lessor out of which the new leasehold interest is derived: *Ecclesiastical Commissioners* v. *Rowe* (5 App. Cas. 736). There is, in fact, no actual term under the reversionary lease until the date of commencement arrives and possession is then taken or retained by the lessee. Hence, whether there is an intervening day or no, the lessor is subject to deduction from his rent on the footing of the immediate term, and in the last year of that term he must pay the whole charge, provided it does not exceed half the rent, notwithstanding that the right of possession is in fact postponed to the end of the second lease.

Level Crossings.

UNDER section 68 of the Railways Clauses Act, 1845, railway companies upon taking lands are bound to arrange for necessary accommodation works, including means of communication between divided portions. Where a level crossing has been agreed upon, the subsequent alteration in the mode of user of the land frequently raises questions as to the rights of the landowner, and the matter has been considered by SWINFEN EADY, J., in *Abrey* v. *South-Eastern Railway Co.* (*Times*, 17th February). In *Great Northern Railway Co.* v. *M'Alister* (1897, 1 I. R. 587) it was said in the Irish Court of Appeal that the owner was entitled "to a convenient passage over the railway sufficient to make good, so far as possible, any interruption which the construction of the railway caused by severance of his farm, including . . . any alteration or extension of that working which could or ought to have been contemplated by the parties when the accommodation works were made and were accepted"; but it was held that, where the level crossing had been created for occasional use in connection with a farm, and the owner subsequently opened a quarry on the land, it could not be used for the carriage of stone by means of a traction engine and waggons. He could not use the crossing for a purpose for which it was not intended, and for which it was not fit on account of the increased danger to the railway traffic. This decision was approved by the English Court of Appeal in *Great Western Railway* v. *Talbot* (1902, 2 Ch. 759), where the landowner proposed to increase the use of the crossing by the carriage of traffic from other places. It was held that he could not increase the burden of the easement by using the crossing for purposes far beyond anything which had been originally contemplated. But this consideration does not apply where there has been a change in the user of the land which does not substantially increase the burden of the easement. In *Abrey* v. *South-Eastern Railway* (*supra*) a level crossing near Tonbridge had been set out in 1866 when the adjacent lands were used for hop-growing. This use had been discontinued, and recently the land had been let for the purpose of market gardens and allotments. SWINFEN EADY, J., held that the probable use of the level crossing in connection with these purposes would not be a material increase upon the original burden of the easement, and the plaintiff, accordingly, was entitled to the use of the level crossing as required by the existing employment of the land.

Arbitrators or Advocates.

THE CASE of *Re Enoch and Zaretzky, Bock, & Co.'s Arbitration* (1910, 1 K. B. 327) involved more than one point of general interest, but we refer to it for the purpose of expressing our surprise at a statement reported to have been made by FARWELL, L.J., in his judgment. The Court of Appeal gave their decision upon an application that the umpire in a mercantile arbitration should be removed, and the matters in dispute remitted to the arbitrators, or that leave be given to revoke the submission on the ground that the umpire had been guilty of misconduct. The court were of opinion that the umpire ought to be removed, and FARWELL, L.J., commences his judgment by saying that "where a case is referred to two arbitrators and an umpire, it is well understood that the arbitrators act as counsel who try and settle the case without going into court, but the umpire or a single arbitrator occupies a judicial position and exercises judicial powers, and is bound as far as practicable to follow legal rules." This description of the position of joint arbitrators is not supported by the authorities on arbitration and awards. In Russell on Awards, in a paragraph referring to the disadvantages of reference to several arbitrators, it is stated that "the arbitrators selected by each side ought not to consider themselves the agents or advocates of the party who appoints them. When once nominated, they ought to perform the duty of deciding impartially between the parties, and they will be looked upon as acting corruptly if they act as agents of, or take instructions from, either side." It is true that this statement of the law—which is fully supported by the authorities cited in the note—is not always borne in mind by the parties to a reference, and the learned editors of the work add that it is in general much better to refer the matters to a single arbitrator at once, for the arbitrators named by the parties often seem to think, notwithstanding the objectionable nature of such a course, that they are to represent their respective nominors, and act rather as advocates than judges, while the third arbitrator frequently supposes that he is an umpire and that his active interference is not to commence until the others have differed finally. But it is all the more important that this laxity of procedure should receive no sanction from the bench. The office of the arbitrator is essentially of a judicial character, and requires impartiality as one of its inherent attributes. A good illustration of the mischief which may arise

from the popular impression that one of two arbitrators is the tool or agent of the party who nominates him is to be found in arbitrations under the Lands Clauses Act, in which each party is to appoint an arbitrator, and on failure of one party to appoint an arbitrator, the other may appoint his arbitrator to act on behalf of both parties. An arbitrator who had started with a strong bias in favour of the party who appointed him could hardly be expected to change his opinions when by accident he became entrusted with the duty of deciding upon the dispute between the parties.

Russia and Finland.

FOLLOWING up the opinion of the ten "international jurisconsults" to which we referred in our issue of March 26th (*ante*, p. 371), attempts continue to be made by various bodies of people in the United Kingdom to induce the Russian authorities to abandon their project of "unifying" Finland. Memorials have been addressed to the President and members of the Imperial Russian Duma by 120 British members of the House of Commons and forty-three Irish Nationalist members on this subject, regretting the proposals formulated in Russia for suppressing Constitutional government in the Grand Duchy. We have much sympathy with the object of these representations, but great doubt as to the wisdom of making them direct to the Russian authorities. The Cardiff Shipowners' Association has chosen a better way of presenting a practical and economic aspect of the question. They have written to Sir EDWARD GREY (see *Times*, May 17th), calling attention to the result of the autonomy of Finland being abrogated: "One of the first and most direct results of the measure contemplated by the Russian government is to take over the pilotage service, placing it under the control of the Russian Admiralty." This would mean the destruction of the present service of pilotage along the Finnish coast, and a cessation of foreign trade in consequence of the increased rates of insurance.

The Meaning of "Legislature."

ARTICLE 2 of the Revised Statutes (1888) of the Province of Quebec runs: "The form to be used, as indicating the authority under which any statute is passed, is the following: 'Her Majesty, by and with the advice and consent of the Legislature of Quebec, enacts.'" This seems to be an incorrect use of the word "Legislature," since the Legislature surely includes the King or Queen, either in person or by deputy. In 1901 this mistake was corrected by passing an Act changing the form above set out to: "His Majesty, by and with the advice and consent of the Legislative Council and of the Legislative Assembly of Quebec, enacts as follows." This form of words has the additional advantage of making it clear on the face of every statute of Quebec that there are still in the province of Quebec two chambers, and not, as is the case with the majority of the Canadian provinces, one only.

The Law Society.

AT A special meeting of the Council of the Law Society, held on the 11th inst., it was resolved that a vote of condolence on the death of his Majesty King EDWARD THE SEVENTH, and of loyalty to the new King, be forwarded to the Home Secretary. Addresses to the same effect have been presented by the Bars of England and Ireland and the Incorporated Law Society of Ireland.

In several countries in 1908, says a writer in the *Globe*, the laws relating to juries were altered. A good many folk in England will be surprised to learn that the presiding judge at a trial in France has, until recently, had the right to enter the jurymen's room during their deliberations. It is now provided that he may not enter the room unless his presence is requested by the foreman of the jury. In Gibraltar the number of the jury has been changed to seven, of whom five may return a verdict after a deliberation of not less than two hours. In East Africa, on the other hand, unanimity is now required. Hitherto the provisions of the Indian Code have been in operation, under which the verdict of a majority of six jurymen, if approved by the presiding judge, has been sufficient. There are people in England who advocate the abolition of the Grand Jury. They may, perhaps, be encouraged to learn their views have been adopted in Sierra Leone.

A Point in the Law of Marshalling.

IN the administration of the estates of deceased persons, where the real and personal estate is not sufficient to satisfy the whole both of the testator's debts and of the beneficial interests which he has given by way of devise or legacy, it is frequently necessary to apply the doctrine of marshalling in order to secure that the resulting loss shall fall on such of the beneficiaries as may seem to have been least favoured by the testator, and in doing this difficult questions arise. Marshalling, of course, is founded on the principle that a person who has two funds to which he can resort for satisfaction of his claim shall not by his mere election disappoint another who has only one fund; and in administration it applies where a creditor, who has his remedy against both the real and the personal estate, by resorting to the personal estate disappoints a creditor or a legatee who can only look to that estate for payment. As long as simple contract creditors could recover their debts only out of personal estate, while certain specialty creditors could resort to either real or personal estate, the doctrine required to be applied in favour of the former creditors, and where the specialty creditors had been paid out of personalty, the simple contract creditors were entitled to stand in their place as against the real estate: *Aldrich* v. *Cooper* (8 Ves. 382). But this use of the doctrine became practically obsolete when simple contract creditors acquired the right to be paid rateably with specialty creditors out of real as well as personal estate.

There remains, however, the case of the pecuniary legatee who, in the ordinary course, must look for his legacy to the personal estate; and, like the simple contract creditor formerly, he is liable to be disappointed if that estate is exhausted in payment of debts. Hence it has to be considered whether he has any claim to stand in the place of creditors, and, if so, to what extent he can assert it against those who are beneficially interested, by inheritance or devise, in the real estate. It has been settled that he has a claim, similar to that of the creditor, though not so strong, but only as against a person who takes the real estate by descent. The heir is no object of the bounty of the testator; the specific devisee is, and hence the pecuniary legatee is entitled to marshal as against the heir, but not as against the specific devisee. "Where lands are specifically devised, the legatees shall not stand in the place of the creditors against the devisees, for that is upon the supposition that there is in the will as strong an inclination of the testator in favour of a specific devisee as a pecuniary legatee, and therefore there shall be no marshalling; per Lord ELDON, C., in *Aldrich* v. *Cooper* (*supra*). Before the Wills Act, 1837, a residuary devise was treated as specific for this purpose (*Mirehouse* v. *Scaife*, 2 My. & Cr. 695), and the same rule applies since the Act: *Lancefield* v. *Iggulden* (10 Ch. 136), so that the legatee is not entitled to marshal as against the residuary devisee: *Farquharson* v. *Floyer* (3 Ch. D. 109).

But the relative position of the devisee and the legatee in regard to the bounty of the testator seems to be altered if, by his will, he has charged the devised lands with payment of his debts, and such a charge is created by a mere direction that his debts shall be paid. In itself this is, perhaps, a slight matter by which to vary the rights of the specific devisee; for if the real estate is now subject to debts, so also is the personalty, and the preference of the testator for the pecuniary legatee over the devisee cannot be said to be very clearly indicated. In *Re Bate* (43 Ch. D. 600) KEKEWICH, J., adopted this view, and held that the legatee could not come upon the devised estate. But it was decided in *Re Stokes* (67 L. T. 223) and *Re Salt* (1895, 2 Ch. 503) that his decision was wrong, and in *Re Roberts* (1902, 2 Ch. 834) KEKEWICH, J., himself concurred in saying that *Re Bate* was to be treated as overruled. Moreover, although since the Land Transfer Act, 1897, an express charge of debts on real estate is not necessary in order to charge debts on real estate, yet the express charge is still operative as shewing the intention of the testator, and, just as under the previous law, it has the effect of giving the pecuniary legatees priority over the specific devisee, so as to have the devised estate marshalled in their favour: *Re Kempster* (1906, 1 Ch. 446).

The above rules, though they may in some respects be in principle open to discussion, represent a fairly consistent body of doctrine; but in one point the relative position of the specific devisee and the pecuniary legatee has been varied in a manner which, as ROMER, J., observed in *Re Smith* (1899, 1 Ch. 365, at p. 371), it is difficult to justify, namely, where the specifically devised estate is subject to a mortgage which is primarily payable out of personal estate; and then, if by such payment a pecuniary legatee is disappointed, he is entitled to stand in the place of the mortgagee against the devised estate. Apart from authority, it would seem that this is the ordinary case of a debt which is charged on real estate but is primarily payable out of personalty; the ordinary case, that is, of a mortgage debt before Locke-King's Act. The testator knows that the debt will be paid out of the fund properly available for the pecuniary legatees, but that is the manner in which he chooses to leave the estate. The specific devisee is entitled to have the land exonerated at the expense of the personal estate, and at the expense also, it might be thought, of pecuniary legatees in the event of the personal estate being deficient. For the rule is that when a debt which might be recovered against devised land has fallen on the personal estate as the proper fund for payment, a pecuniary legatee is not entitled to marshal as against the specific devisee. But at this point the court in *Lutkins* v. *Leigh* (Cas. temp. Talb. 53), introduced an exception, and it was held that the specific devisee was only entitled to be exonerated so far as he did not prejudice the pecuniary legatees.

In *Johnson* v. *Child* (4 Hare 87), WIGRAM, V.C., pointed out the inconsistency of this. "The court," he said, "is active in throwing the burden wholly upon the devisee of the land—upon the party apparently, and upon the ordinary principles of the court, entitled to be exonerated." But he felt himself bound by authority, and decided that the specific devisee of mortgaged leaseholds was bound to take them *cum onere* so far as was necessary for the protection of the pecuniary legatees. This was before Locke-King's Act, and the same point arose and was decided in the same way in *Porcher* v. *Wilson* (14 W. R. 1011). In that case there was a direction to pay debts, and before the amending Act of 1877 this was sufficient to exclude Locke-King's Act.

In *Re Smith* (*supra*), also, the terms of the will were such as to exclude Locke-King's Act. A testator devised several properties freed and discharged from any mortgages there might be thereon at the time of his death, and bequeathed pecuniary legacies. This was equivalent to a direction that the mortgages should be paid out of personal estate, but the personal estate was insufficient for payment both of the mortgages and of the pecuniary legacies. Under these circumstances ROMER, J., held, in accordance with the above authorities, that, the mortgagor having been paid out of personalty, the legatees were entitled to stand in the shoes of the mortgagees as against the realty. "It is difficult," he said, "to justify this rule on principle. Seeing that the testator intended the mortgage debt to be paid off out of his residuary estate, it might have been supposed that the pecuniary legatee could not claim to be repaid by the devisee merely because the debt had been paid as contemplated out of the proper fund . . . But the courts became bound by the rule above adverted to, however difficult it might be to justify it, and the time for questioning it has long since passed." The criticism appears to be sound, and the conclusion, that the rule cannot be altered by the court, is equally inevitable. But it might be wished that a way existed for removing inconsistencies in judge-made law without the necessity of going to the Legislature.

Reviews.

Book of the Week.

Students' Cases.—Students' Cases, Illustrative of all Branches of the Law. By PHILIP B. PETRIDES, Barrister-at-Law. Stevens & Sons (Limited).

Correspondence.

Finance (1909-10) Act, 1910.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—I have been wondering what is the effect of the words "in pursuance of any contract made after the commencement of this Act" in section 1 of this Act. If there is no "contract" prior to a "transfer on sale" does one escape the increment value duty?

W. J. BLOOMFIELD HOWE.

22, Chancery-lane, London, W.C., May 5.

[We fear not; the Act does not say "contract in writing," but "*any* contract."—ED. *S.J.*]

CASES OF LAST SITTINGS.

Court of Appeal.

MEASURES BROS. (LIM.) *v.* **MEASURES.** No. 2. 11th May.

COMPANY—MANAGING DIRECTOR—ENGAGEMENT FOR TERM CERTAIN—COVENANT NOT TO CARRY ON COMPETING BUSINESS—WINDING-UP ORDER—TERMINATION OF EMPLOYMENT—EFFECT ON COVENANT.

When a person entered into a contract with a company whereby he was appointed managing director for a term certain, and at the same time covenanted not to carry on any business competing with the company for seven years after the termination of his engagement, the engagement being terminated before the end of the term by an order for the winding up of the company,

Held, that the company being unable to fulfil their part of the contract, the restrictive covenant was no longer binding on the managing director.

Appeal from a decision of Joyce, J. The action was brought by the plaintiffs, a company in liquidation, to restrain the defendant, a director, from carrying on business in competition with the company in breach of an agreement, whereby he had contracted to hold office for seven years at a salary, and covenanted during that period or within seven years after ceasing to hold office not to carry on any business that would compete with that carried on by the company. The company was incorporated in May, 1899, for the purpose of acquiring the business of ironfounders and engineers formerly carried on by a company of the same name. By an agreement of the 14th of July, 1903, made between the defendant and another director of the first part and the company of the second part, it was agreed that the parties of the first part should be entitled and bound to hold office as directors of the company for a period of seven years from the 26th of June, 1903, at the salary therein mentioned. By clause 5 of this agreement it was provided that each of the parties thereto of the first part should covenant with the company that he would not at any time thereafter, while he should hold office as director, or within seven years after ceasing to hold such office, either solely or jointly with, or as agent or manager for, any other person or persons or company, directly or indirectly, carry on or be engaged or concerned or interested in the business of engineers or ironfounders in any of their respective branches that would in any way compete with or be detrimental to the business carried on by the plaintiff company. On the 20th of April, 1909, a receiver and manager of the assets and undertaking of the company was appointed in a debenture-holder's action, and on the 13th of October, 1909, an order was made for the compulsory winding up of the company. The defendant having started in business as an engineer and ironfounder, the present action was commenced by the receiver under the direction of the court, to restrain the defendant for the period of seven years from the 13th of October, 1909, from carrying on business in breach of the agreement of the 14th of July, 1903. Joyce, J., refused an injunction on the ground that the case was covered by *General Billposting Co.* v. *Atkinson* (1909, A. C. 118). The plaintiff company appealed.

THE COURT (COZENS-HARDY, M.R., and KENNEDY, L.J., BUCKLEY, L.J., *dissentiente*) dismissed the appeal.

COZENS-HARDY, M.R.—The question in this appeal is whether an injunction ought to be granted to restrain the defendant from breaking a negative covenant contained in an agreement of the 14th of July, 1903. (His lordship stated the facts and continued:) I do not think it necessary to consider whether the mutual obligations contained in the agreement of July, 1903, are strictly interdependent, although my impression is that they are so. I prefer to base my judgment upon the ground that the plaintiffs, who are seeking equitable relief by way of injunction, cannot obtain such relief unless they allege and prove that they have performed their part of the bargain hitherto, and are ready also to perform their part in the future. The consideration which the defendant was to receive for his covenant from the company was (1) the position of a director of the company, (2) the salary of £1,000 a year, and (3) a contingent share of the profits. The plaintiffs

have not given and cannot in future give the defendant this consideration. The contract on their part has been broken. It is not necessary that the breach should be wilful in the sense of being intentional. It suffices that by an act brought about by the company's own default—viz., the omission to pay debts incurred by the company—the contract has been broken. As Joyce, J., said: "The plaintiffs cannot under the circumstances have against the defendant specific performance—because that is what it amounts to—of article 5 of the special agreement without performing, and they cannot perform, the clause which that agreement contains in favour of the defendant. In my opinion it would be inequitable if the plaintiffs could have that relief." If authority is wanted for this proposition, I would refer to *Peto* v. *Brighton, &c., Railway Co.* (1 H. & M. 468, 483) and *Telegraph Despatch Co.* v. *McLean* (8 Ch. App. 653). In my opinion, this appeal fails, and must be dismissed, with costs.

Buckley, L.J., stated the facts, and continued: The first question to determine is whether the consideration passing between the plaintiffs and defendant under the agreement last stated consists in the mutual promises made by the one to the other or in the performance by each of his obligations as the price of the benefit secured to him by the agreement. Stating it in the concrete form relevant to the particular matter in dispute before us, was the performance of article 1 by the plaintiff company a condition precedent to any right in the plaintiff company to enforce article 5? Am I to read the agreement as if it said: "If the defendant shall for the time mentioned in article 1 enjoy the place and remuneration promised by that article, he shall, but not otherwise, be compellable to perform article 5"? In my judgment this question is to be answered in the negative. One event in which the defendant might not enjoy the complete performance by the plaintiffs of the obligations of article 1 would be a case in which the defendant might have been guilty of misconduct, and the corporation, by taking, by special resolution or otherwise, the steps necessary for that purpose, had on that ground deprived him of his office. In every contract of service is implied a condition that if faithful service is not rendered the master may elect to determine the contract. In such case in determining the contract for misconduct the master acts under, not against, the contract. He avails himself of a particular right impliedly reserved him by the contract. He is enforcing, not repudiating, the contract, and remains entitled to enforce provisions in his favour contained in the contract. Had the defendant been rightfully dismissed for misconduct the plaintiffs could in my judgment have enforced article 5, although the defendant would not have enjoyed the full benefit promised to him by article 1. The agreement contemplates that under circumstances the term of seven years is not to run its full time, but nevertheless article 5 is to bind the defendant. Articles 1 and 5 are, in my opinion, not interdependent contracts. They are severable. If the defendant had been guilty of no misconduct, but the corporation had, notwithstanding, deprived him of his office of director, the case which arose in *General Billposting Co.* v. *Atkinson* (*supra*) would have arisen. That would have been a step by which the plaintiffs wrongfully refusing to employ him further without just cause for so doing would have repudiated their obligations under the contract. In such case he would have been entitled to take them at their word and to have assented to the contract being repudiated on both sides. The result in that case would have been that article 5, in common with all the rest of the contract, would have come to an end. Nothing of that kind has here taken place. The action of the receiver and manager in giving notice to the defendant that his services were no longer wanted was not a dismissal by the company, but a refusal of a new engagement by the receiver. In this action the company are plaintiffs, and although the receiver has commenced the action, he has done so by obtaining leave to use the company's name. The whole question is as to the rights as between the company and the defendant. What has happened is that the plaintiffs did not by affirmative action on their part determine the employment either rightly or wrongly, but that by the operation of a winding-up order made on the 13th of October, 1909, the office itself came to an end. The question is, What provision (if any) has the contract made for this event? The obligation of the defendant under article 5 commenced on the signing of that agreement on the 14th of July, 1903. It was in force while he held the office of director, and was to extend for seven years after he ceased to hold such office. His contention must be not that his restrictive covenant never commenced, but that a restriction which clearly had commenced came to an end by reason of the winding up. The winding-up order was an act *in invitum*. The fact that it was made does not go to shew that the corporation was not ready and willing to employ him, but goes to shew that after that order was made the corporation could not employ him in the office, which is a different proposition. He has ceased to hold his office, and the contract upon its true construction, I think, is that when he ceases to hold his office in any way not being a wrongful dismissal, which brings *General Billposting Co.* v. *Atkinson* (*supra*) into play, he shall be bound by the restrictive covenant. If I am right in holding that article 1 and article 5 are not interdependent contracts, that the performance of article 1 is not a condition precedent to the continuance of the restriction in article 5, it results that in the events which have happened article 5 remains binding upon the defendant. For these reasons I think that the plaintiffs are entitled to an injunction.

Kennedy, L.J., read a statement dismissing the appeal.—Counsel, *Martelli*, K.C., and *Whinney*; *Hughes*, K.C., and *Clauson*. Solicitors, *Budd, Johnson, & Co.*; *Wetherfield, Son, & Baines*.

[Reported by J. I. Stirling, Barrister-at-Law.]

KEATES *v.* **LEWIS MERTHYR CONSOLIDATED.** No. 1.

19th April; 10th May.

Master and Servant—Breach of Contract by Workman—Claim for Damages by Master—Wages Earned, but not yet Due to Workman—Jurisdiction of Magistrate to set off—Employers and Workmen Act, 1875 (38 & 39 Vict. c. 90), s. 3.

Upon the hearing of a summons by employers against a workman under the Employers and Workmen Act, 1875, *in which the plaintiffs claimed that the wages earned by, and shortly payable to, the workman should be set off against damages awarded them, the magistrate found that a certain sum would be due to the workman in respect of wages, and that such sum was payable two days subsequent to the day on which the summons was heard. No claim for wages had, in fact, been made by the workman before the proceedings before the magistrate were taken. The magistrate held that the debt from the masters to the workman constituted a "claim" by the latter within the meaning of section* 3, *sub-section* (1) *of the Act, and that it could properly be set off against the damages. The Divisional Court* (Darling, J., *dissenting*) *upheld the decision of the magistrate.*

Held, per Vaughan Williams *and* Farwell, L.JJ. (Moulton, L.J., dissentiente), *that the language in section* 3 (1) *of the Act of* 1875 *providing that "the court may adjust and set off the one against the other, all claims on the part either of the employer or of the workman arising out of or incidental to the relation between them as the court may find to be subsisting, whether such claims are liquidated or unliquidated and are wages, damages or otherwise," meant any claim brought to the notice of the court, whether put forward or not by the party to whom the money was or would become payable.*

Decision of Divisional Court (1910, 1 *K. B.* 386; 79 *L. J. K. B.* 283) *affirmed.*

Appeal from a decision of the Divisional Court (Darling, J., dissenting) given in a case stated by the stipendiary magistrate for the Petty Sessional Division of Pontypridd. The Colliery Company summoned a collier named Keates under the Employers and Workmen Act, 1875, claiming damages for breach of his contract by absenting himself without leave, along with some other workmen, whereby the colliery was stopped for a day; and further claiming that the wages earned by and due to Keates might be ascertained, and that the respective claims for damages and wages should be adjusted and set off by the court. At the hearing the magistrate found that there had been a breach of contract by the workman, and he awarded the employers 11s. 3d. as damages and costs, and he also found that a sum of £1 15s. 8d. was due to the workman by the employers, and was payable to the workman on the next pay day. No claim for wages had, in fact, been made by the workman prior to the proceedings being taken before the magistrate. The magistrate was of opinion that the indebtedness of the employers in the sum of £1 15s. 8d. constituted a "claim" by the workman within the meaning of section 3 (1) of the Employers and Workmen Act, 1875, and he held that he was bound to set off the damages and costs awarded to the employers against the £1 15s. 8d. payable to the workman. The Divisional Court (Darling, J., dissenting) upheld his decision. Keates then appealed to this court, and at the close of the arguments judgment was reserved. *Cur. adv. vult.*

Vaughan Williams, L.J., read a judgment, in which he said the question they had to decide in the main was whether the magistrate, when a dispute between master and workman was before him, and the plaintiff had put forward a claim, could deal with the claims of the defendant, which were brought to his notice, but which the defendant had not put forward. [His lordship referred to *Hindley* v. *Haslam* (3 Q. B. D. 481) and *Clemson* v. *Hubbard* (45 L. J. M. C. 69).] In his opinion "claims" in section 3 (1) of the Act of 1875 did not mean claims put forward to the exclusion of claims not put forward, but claims whether put forward or not. It was not denied that that was a sense in which the word "claim" was used, and many examples of user in such a sense were given during the argument. He thought the scheme of the Act shewed that that was the proper construction of the word claim. The magistrate had therefore rightly exercised his discretion by taking into consideration claims down to the time of hearing, including wages earned before the hearing but payable two days after the hearing. The appeal, in his judgment, should be dismissed.

Fletcher Moulton, L.J., dissented. By the Act of 1875 increased powers were given alike to county courts and courts of summary jurisdiction in respect of disputes between employers and workmen. The Act, to some extent, was a reaction against the policy of preventing wages being arrested before they reached the workmen by reason of cross-claims by the employer, illustrations of which were to be found in the Truck Acts and the Wages Attachment Abolition Act, 1870. In the present case he thought that the wages could not be regarded as a "claim." The language of the section, in his opinion, put it beyond doubt that the claims to which it referred were money claims and not such requests as the plaintiffs put forward when they asked "that the wages earned by and due to the defendant from the plaintiffs be ascertained, and that the said respective claims for damages and wages be adjusted and set off by the court." The fact, also, that the pay ticket had not been delivered and the wages were not yet due seemed to him to decide this case in favour of the defendant. The workman could not himself have put forward on his own behalf any claim for wages, and it seemed

an absurdity to suggest that the master could put forward a "claim on behalf of the workman" against his will for a sum which the workman was not entitled to claim at the time. For these reasons he thought the appeal should succeed.

FARWELL, L.J., read a judgment agreeing with Vaughan Williams, L.J. By a majority the appeal was dismissed.—COUNSEL, *Bailhache*, K.C., *Sankey*, K.C., and *Clive Lawrence*, for the appellant; *E. Bankes*, K.C., *Lush*, K.C., and *Trevor Lewis*, for the respondents. SOLICITORS, *Smith, Rundell, & Dods*, for *Morgan, Bruce, Nicholas, & James*, Pontypridd; *Bell, Brodrick, & Gray*, for *C. & W. Kenshole*, Aberdare.

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Criminal Appeal.

REX *v.* **WHITE.** 3rd May.

CRIMINAL LAW—CONVICTION OF ATTEMPT ON INDICTMENT FOR MURDER—MISDEMEANOUR OR FELONY—PUNISHMENT—OFFENCES AGAINST THE PERSON ACT, 1861 (24 & 25 VICT. C. 100), SS. 11 TO 15—CRIMINAL PROCEDURE ACT, 1851 (14 & 15 VICT. C. 100), S. 9—ATTEMPT—EVIDENCE OF—DIRECTION TO JURY.

The appellant was indicted for murdering his mother, and was convicted by virtue of section 9 of the Criminal Procedure Act, 1851, of attempting to murder his mother, and sentenced to penal servitude for life.

It was contended on behalf of the appellant that he had been convicted of the common law misdemeanour of an attempt to murder, on which he could only be sentenced to two years' imprisonment, and not of any of the special statutory felonies of doing various acts with intent to commit murder specified in sections 11 to 15 of the Offences against the Person Act, 1861 (24 & 25 Vict. c. 100).

It was also contended on behalf of the appellant that there was a difference between doing an act with intent to murder and attempting to murder, and reliance was placed on Reg. *v.* Connell (6 *Cox C. C.* 178).

The Court of Criminal Appeal overruled these contentions, holding that the appellant was convicted of the felony of an attempt to murder, and could be sentenced to penal servitude for life under sections 11 to 15 of the Offences against the Person Act, 1861.

The evidence in the trial for the Crown went to shew that the appellant put cyanide of potassium into a liquid in a wineglass with the intent that his mother should drink it and with the intent to murder her. But there was no evidence to shew she had taken any of the liquid, and it appeared that her death was most probably caused by syncope, due to fright or other external cause, and that the quantity of potassium in the wineglass was insufficient to cause her death.

The Court of Criminal Appeal held, contrary to the contention for the appellant, that there was sufficient evidence to warrant the jury in coming to the conclusion that (1) the appellant put the cyanide of potassium into the wineglass, and (2) that he did so with the intent to murder his mother.

It appeared that Darling, J., *who had tried the case, suggested to the jury in his summing up that this dose of cyanide of potassium was the first, or some later, of a series of doses the appellant had and had intended to administer to his mother with the intent to cause her death by slow poisoning, and that, if this were so, there was an attempt to murder on the part of the appellant.*

The Court of Criminal Appeal expressed the opinion that the direction was right, and that the completion, or attempted completion, of one of a series of acts intended by a man to result in killing was an attempt to murder, although the act, if completed, would not, unless followed by the other acts, result in killing. It might be the beginning of the attempt, but would none the less be an attempt.

But the Court held that they did not think it likely the jury acted on this suggestion, because there was nothing to shew that the administration of small doses of cyanide of potassium would have a cumulative effect. They thought it more likely on the evidence that the view of the jury was that the appellant supposed he had put a dose into the glass sufficient to kill his mother, and that was an attempt to murder.

Appeal to the Court of Criminal Appeal. The facts appear sufficiently from the head-note and from the judgment of the court (*infra*). By section 9 of the Criminal Procedure Act, 1851: "If on the trial of any person charged with any felony or misdemeanour it shall appear to the jury upon the evidence that the defendant did not complete the offence charged, but that he was guilty only of an attempt to commit the same, such person shall not by reason thereof be entitled to be acquitted, but the jury shall be at liberty to return as their verdict that the defendant is not guilty of the felony or misdemeanour charged, but is guilty of an attempt to commit the same, and thereupon such person shall be liable to be punished in the same manner as if he had been convicted upon an indictment for attempting to commit the particular felony or misdemeanour charged in the said indictment; and no person so tried as herein lastly mentioned shall be liable to be afterwards prosecuted for an attempt to commit the felony or misdemeanour for which he was so tried." By section 15 of the Offences against the Person Act, 1861, an attempt to commit murder "by any means other than those specified in any of the preceding sections of this Act" is felony and punishable by (*inter alia*) penal servitude for life. By section 14 attempting to administer poison with intent to commit murder was made a felony similarly punishable.

The written and considered judgment of the COURT (Lord ALVERSTONE, C.J., and BRAY and PICKFORD, JJ.) was delivered by

BRAY, J., as follows: In this case the appellant was indicted for the murder of his mother, and was convicted of an attempt to murder her and sentenced to penal servitude for life. He appeals from this conviction on several grounds, which we will deal with one by one. First it is said that there was no reasonable evidence on which he could be convicted, or, as it is put in section 4 of the Criminal Appeal Act, that the verdict cannot be supported having regard to the evidence. The evidence put shortly was this. That on the 9th of January last the mother was found dead in a sitting posture on a sofa in a sitting-room in her house. There was a round table standing two feet from the sofa, on the further side of which was a wineglass three parts filled with a liquid made up of a drink called nectar, and, as was afterwards shown, containing two grains of cyanide of potassium. There were also on the table a nectar bottle, two lumps of sugar, and a spoon. There was no evidence to shew that she had taken any of this liquid, and the result of the post mortem and of the analysis of the contents of the stomach and of the contents of the wineglass was to shew she had not died from poisoning by cyanide of potassium, but that death was most probably caused by syncope or heart failure, due to fright or some other external cause, and further, that the quantity of cyanide of potassium in the wineglass was, even if she had taken the whole, insufficient to cause her death. The appellant was proved to have bought cyanide of potassium on the 22nd of December previously. He stated in his evidence that he had bought it for case-hardening a chisel, and that he had placed it in a cupboard in a room where the mother was found dead, and that he thought it possible she might have taken it from there. The prisoner did not live in this house. No traces of any of this poison were found after her death, either in the cupboard or in the house, nor of the newspaper in which the appellant said he had wrapped it. There was a good deal of evidence shewing that the appellant had a motive for killing his mother—viz., to obtain her money, she having made a will in his favour—and also shewing that the appellant had made several statements previous to the 9th of January to the effect that he expected his mother's death, although, in fact, her state of health was not such as to shew that she was in any danger. In our opinion the evidence was sufficient to warrant the jury in drawing the inference that the appellant had put the cyanide of potassium in the wineglass. It was strongly urged that even if this was so the smallness of the dose shewed that he could not have had the intention to murder her, but there was evidence that on some day between Christmas Day and the New Year the prisoner had produced to a witness (Carden) from his pocket a small substance about the size of a marble, which appeared to him to resemble sugar candy, and stated that "this stuff is a deadly poison; a small quantity, about the size of a pin's knob, put into a little water would sober you [*i.e.*, witness] if you were drunk, instantly." There is no doubt he was referring to the cyanide of potassium which he had bought a few days previously. He, therefore, perfectly well knew the deadly character of this poison, and supposed that a very small quantity would produce an instant effect. Upon consideration of all the evidence, including the denial of the prisoner that he had put anything into the wineglass at all, we are of opinion that there was sufficient evidence to warrant the jury also in coming to the conclusion that the appellant put the cyanide in the glass with intent to murder his mother. The next point made was that if he put it there with that intent there was no attempt to murder, that the jury must have acted upon a suggestion of the learned judge, in his summing up, that this was one, the first or some later, of a series of doses which he intended to administer, and so cause her death by slow poisoning, and that if they did act on that suggestion there was no attempt at murder because the act of which he was guilty—viz., the putting the poison in the wineglass—was a completed act, and could not have, and was not intended by the appellant to have, the effect of killing her at once. It could not kill unless it were followed by other acts which he might never have done. There seems no doubt that the learned judge in effect did tell the jury that if this was a case of slow poisoning the appellant would be guilty of the attempt to murder. We are of the opinion that this direction was right, and that the completion or attempted completion of one of a series of acts intended by a man to result in killing is an attempt to murder, even although this completed act would not, unless followed by the other acts, result in killing. It might be the beginning of the attempt, but would none the less be an attempt. Whilst saying this, we must say also that we do not think it likely the jury acted on this suggestion, because there was nothing to shew that the administration of small doses of cyanide of potassium would have a cumulative effect. We think it much more likely, having regard to the statement made by the prisoner to the witness Carden, that the view of the jury was that the appellant supposed he had put sufficient poison in the glass to kill her. This, of course, would be an attempt to murder. We now come to the most difficult point, which was this—that under section 9 of 14 & 15 Vict. c. 100, if the appellant were found guilty of attempting to murder, it would be a conviction of the common law offence of attempting to murder, and not of any of the special statutory offences under sections 11 to 15 of 24 & 25 Vict. c. 100. If this point were a good one the punishment would be only two years' imprisonment instead of penal servitude for life, which could be given in case of a conviction under any of the sections 11 to 15 of the Act of 24 & 25 Vict. c. 100. The argument on the part of the appellant was this: That sections 11 to 15 of the Act of 24 & 25 Vict. c. 100 dealt with special offences—viz., sections 11 to 13 doing certain acts with intent to murder,

section 14 attempting to do such acts with intent to murder, and the like intent; that these were made special statutory offences distinct from the common law offence of attempting to murder, and that the attempt referred to in section 9 of 14 & 15 Vict. c. 100 was the common law offence, and not one of these special statutory offences. In support of this, it was said that at the time of the passing of 14 & 15 Vict. c. 100, though the statutory offences comprised in sections 11 to 14 of 24 & 25 Vict. c. 100 existed under earlier Acts, now repealed, they were not known as attempts to murder; they did not comprise all attempts to murder, there being no enactment having the effect of section 15, and the only offence known to the law as attempt to murder was the common law offence, and that must have been the offence contemplated by that Act. Further, it was argued that in proceedings under sections 11 to 15 of 24 & 25 Vict. c. 100 the indictment must state the particular offence under the particular section; there could not be one indictment charging the different offences under each of the sections alternatively, and that the result of holding that under an indictment for murder a man could be convicted of one of these special statutory offences would enable the prosecution to include in one indictment a number of special statutory offences, and that if that had been intended it would have been enacted by 24 & 25 Vict. c. 100: "Whosoever shall by any means attempt to murder shall be guilty of felony," &c. Finally, it was argued that there was a difference between doing an act with intent to murder and attempting to murder. In support of all these points great reliance was placed on *Reg.* v. *Connell* (6 Cox C. C. 178). The argument on the part of the prosecution was that the Act 24 & 25 Vict. c. 100 for the first time dealt comprehensively with all attempts to murder, and made them all felonies and all punishable with the same maximum punishment—viz., penal servitude for life, so that after the passing of 24 & 25 Vict. on a conviction for attempt to murder under 14 & 15 Vict. c. 100 the conviction was a conviction under 24 & 25 Vict. c. 100, and punishable with penal servitude for life; that although this might have the effect of including in one indictment several special statutory offences, that was the necessary consequence and effect of the Act 24 & 25 Vict. c. 100, and if it were not so there must in every case where there was a failure to prove the charge of murder be a fresh indictment and a fresh trial on exactly the same evidence which would lead to the same result, and that this was the very mischief which the Act of 14 & 15 Vict. c. 100 was intended to remedy, and that no hardship on the prisoner would result: no new evidence would be introduced, and he would be convicted of the attempt on the same evidence which was relied on to prove the complete offence. As to the last point, it was said that there could not be an attempt to murder unless there was an intent to murder, so that to murder he must necessarily have been convicted of an offence within one of the sections 11 to 15 of 24 & 25 Vict. c. 100. After full consideration, and having had the advantage of hearing counsel for the appellant, we have come to the conclusion that the reasoning of the prosecution is sound and must prevail. [The learned judge then referred to and distinguished *Reg.* v. *Connell* (*supra*) and continued:] We think *Reg.* v. *Connell* (*supra*) may be distinguishable on these grounds; but the passing of 24 & 25 Vict. c. 100 removed this difficulty. That Act was intended as a code for all attempts to murder. This group of sections 11 to 15 is headed with the words "Attempts to murder," and these words fortify the conclusion at which we have arrived. After the passing of that Act all attempts at murder necessarily fall within one of these five sections. We think that no such inference as was suggested by counsel for the appellant can be drawn from the absence of the simple provision that all attempts to murder should be punishable with penal servitude for life. As to the difference between acts which are attempts to murder and acts which are done with intent to murder, we feel some difficulty in accepting what Mr. Justice Kennedy said in *Rex* v. *Linnaker* (1906, 2 K. B., at p. 103); but, however that may be, it is sufficient to say, as we have already said, that all the offences in sections 11 to 15 are treated as attempts to murder, and there cannot be an act done with intent to murder without its being an attempt to murder, and a prisoner cannot be convicted under section 9 of 14 & 15 Vict. c. 100 unless, as here, the jury have found him guilty of an attempt to murder. For these reasons we think the appeal fails and must be dismissed.—COUNSEL, for the appellant, *Maddocks*; for the Crown, *Ryland*, *Adkins*, and *McCurdy*. SOLICITORS, *Maddocks, Ogden, & Co.*, Coventry; *The Director of Public Prosecutions.*

[Reported by C. G. MORAN, Barrister-at-Law.]

Law Students' Journal.

The Law Society.

HONOURS EXAMINATION, APRIL, 1910.

At the Examination for Honours of Candidates for Admission on the Roll of Solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to Honorary Distinction:—

FIRST CLASS.

(In the opinion of the Committee the Standard attained by the Candidates does not justify the issue of any First Class List.)

SECOND CLASS.

[In Alphabetical Order.]

Leonard Hedley Adcock, who served his clerkship with Mr. Stephen Joseph Gateley, of Birmingham.

Harold Dale, who served his clerkship with Mr. Harry Bevir, of Wootton Bassett, and Mr. Ernest Bevir, of London.

Joseph Gregory, who served his clerkship with Mr. Robert Turner, of Manchester.

Gustave George Gros, who served his clerkship with the late Mr. Edward Le Voi and Mr. Cecil Newson-Smith, both of London.

Norman Lock Riddett, who served his clerkship with the late Mr. Thomas Stephenson Simpson and Mr. Edward Overend Simpson, both of Leeds.

THIRD CLASS.

[In Alphabetical Order.]

Arthur Eastham Aitken, who served his clerkship with Mr. Thomas Robinson Bertwistle, of Bury.

Charles Kenneth Archer, who served his clerkship with Mr. Ronald Hedley Archer, of the firm of Messrs. Archer, Parkin & Archer, of Stockton-on-Tees.

Maurice Blumfield Brown, who served his clerkship with Mr. Harry Godwin, of London.

Henry Acton Linton Bullock, B.A. (Oxon), who served his clerkship with Mr. Frederick Acton Bullock, of Coventry.

Charles Whalley Cockrill, who served his clerkship with Mr. Norris Alfred Ernest Way, of the firm of Messrs. Walker, Smith & Way, of Chester, and Messrs. Chester & Co., of London.

Ronald Francis Bickersteth Dickinson, who served his clerkship with Messrs. Hill, Dickinson & Co., of Liverpool.

Hugh Noel Grimwade, who served his clerkship with Messrs. Grimwade & Son, of Hadleigh, Messrs. Foster, Calvert & Marriott, of Norwich, and Messrs. Kingsford, Dorman & Co., of London.

Lancelot Edey Hall, who served his clerkship with Mr. Thomas William Hall, of London.

Jacob Jones, who served his clerkship with Mr. George Frederick Forsdike, of Cardiff.

George Mitchell, who served his clerkship with the late Mr. Frederick Walker, and Mr. Charles Selborne Walker, of the firm of Messrs. Frederick Walker & Son, both of Halifax.

John Prior, who served his clerkship with Mr. Christopher Tate Rhodes, of Halifax.

Thomas James Thompson Smith, who served his clerkship with Mr. John Thompson Smith, of Liverpool.

Claud John Stenning, who served his clerkship with Mr. Edward Herbert Stenning, of London.

Edward William Wodehouse Veale, LL.B. (Lond.), who served his clerkship with Mr. Edward Woodhouse Veale, of Bristol.

The Council of the Law Society have awarded the following Prize of Books:—To Mr. Dale—The John Mackrell—value about £9; and have given Class Certificates to the Candidates in the Second and Third Classes.

Forty-two candidates gave notice for the examination.

By order of the Council,

S. P. B. BUCKNILL, Secretary.

Law Society's Hall, Chancery-lane, London, May 13, 1910.

Obituary.

Mr. C. A. Woolley.

Mr. Charles Alfred Woolley, solicitor, of Brighton, died on Tuesday, at the age of seventy-nine years. He was educated at Rossall School, and was articled to Mr. Gell, of Lewes, and was admitted in 1856. He subsequently practised at Geelong and Melbourne in Australia. Returning to Brighton, he was appointed in 1871 clerk to the Brunswick-square and Terrace Commissioners, and upon the incorporation of Hove in 1873 became clerk to the commissioners. He conducted the successful opposition to a Bill presented in 1873 for amalgamating Hove with Brighton. At his death he was in partnership with Messrs. Alfred Woolley, A. A. Baines, and C. W. R. Gell-Woolley, under the firm of Fitzhugh, Woolley, Baines, & Woolley.

Legal News.

Changes in Partnerships.

Admission.

Consequent on the death of Sir John Hollams, the late senior partner in Hollams, Sons, Coward, & Hawksley, Mr. John Hollams and Mr. E. Percy Hollams, having decided after many years' practice to take this opportunity of retiring, the firm will be reconstituted. Mr. F. H. CHANCE, Mr. ROBERT COWARD (son of Mr. Coward), and Mr. ERNEST B. HAWKSLEY (son of Mr. Hawksley), all of whom have for several years taken an active part in the office, have been admitted to partnership. The business will be continued as heretofore, but the style of the firm will be Coward & Hawksley, Sons, & Chance.

Dissolutions.

SAMUEL JOHN DAW, HARRY BRUCE NISBET, and REGINALD SAMUEL DAW, solicitors (Nisbet, Daw, & Nisbet), 35, Lincoln's-inn-fields, London. Feb. 1. So far as concerns the said Samuel John Daw, who retires from the said firm; the said Harry Bruce Nisbet and Reginald Samuel Daw will continue to carry on the said business, the style of the firm remaining unchanged.

ROBERT CHARLES KERR and JOHN BENT RAMSDEN, solicitors (Kerr & Ramsden), Moorgate-street-chambers, London. April 30.

[*Gazette*, May 17.

General.

The Scottish Court of Session recommenced its sittings after the spring vacation on the 12th inst., when the Lord President, in the presence of a full attendance of the bar, delivered a short address, and the oaths of allegiance were administered to the judges and the Lord Advocate.

Acting upon representations which have been made by the Canadian authorities, the Government have, says the *Times*, decided to establish in a part of the building occupied by the Privy Council a general law library which will contain the necessary records relating to the whole of the Dominions, India, and the Crown Colonies. Counsel and others engaged in colonial appeals have frequently complained of the absence of such facilities. The general public will be afforded access on application to the Registrar of the Privy Council.

"E. G. R.," writing to the *Times* on the Additional Judges Bill, says: "I understand that there is to be some opposition to the Bill providing for the appointment of two additional judges of the King's Bench Division. At the present moment, owing to the absence, through indisposition, of Mr. Justice Walton, who is acting as Commercial Judge, commercial cases cannot be heard. If there were two additional judges no doubt a substitute could be found at once. Is not this a very strong argument in favour of the Bill's going through with the utmost rapidity and without controversy? Surely the commercial community is not so unimportant that it is not entitled to have its litigation promptly dealt with."

In the course of an application to the Court of Criminal Appeal, on the 12th inst., says the *Times*, the Lord Chief Justice said that he had noticed that these applications out of time were becoming more numerous. The Criminal Appeal Act by section 7 (1) directed that notice of appeal must be given within ten days of the conviction, with power in the court, except in capital cases, to extend the time. If the application was only a few days or a week late the matter was not of great importance. But where, as in this case, a month had elapsed—and they had had cases of three or even four months' delay—it must not be understood that an extension of time would be granted as a matter of course; the court would require substantial reasons to be put before them.

A conflict has arisen, says the *Times*, between the mayor and the sheriff of the city respecting the right to read royal proclamations. The mayor contended that, as the command was addressed to him, he was the proper person to read it, and did so; the sheriff, on the other hand, also received copies of the proclamation by post, and urged his claims to the privilege of reading it. The Clerk of the Privy Council, by whom the proclamations are sent out, was asked to decide the point, and he replied that the mayor was the proper person to read it. The Lord Chamberlain, to whom the Sheriff of Chester applied for guidance, referred him to the Home Secretary, who caused the following reply to be sent: "Whitehall, 13th May, 1910. Sir,—In reply to your letter of the 11th inst., I am directed to say that it appears to the Secretary of State that the royal proclamation of the 7th of May should be read by the Mayor of Chester, to whom it is addressed by the Privy Council.—I am, sir, your obedient servant, W. P. BYRNE."

In the Jubilee year of Queen Victoria, says a writer in the *Times*, the late King was appointed Treasurer of the Middle Temple, and during his year of office dined upon the Grand Nights of Trinity and Michaelmas terms. In commemoration of the eventful year the Prince was graciously pleased to present to the Inn a richly-engraved loving cup, of which there is an excellent illustration in the edition of Master Worsley's Book on the History and Constitution of the Middle Temple, recently published under the editorship of Mr. A. R. Ingpen, K.C. In the thirtieth year of his membership of the Inn the Prince dined in Hall, and again on the 5th of May, 1893, on the occasion of the jubilee of the call to the Bar of his old friend Sir Henry Hawkins, whose health he proposed in a brief speech. Three years after the Prince of Wales was again present in the Hall for a smoking concert given by permission of the Masters of the Bench, at the invitation of the Inns of Court Volunteers. As soon as possible after his coronation the King arranged to dine in Hall, and did so on the Grand Night of Michaelmas Term, 1903, during the treasurership of Sir Robert Finlay. It was an unprecedented event for the King of England to take his place, not as an invited guest, as King Charles II. had done at the Inner Temple and Lincoln's Inn, but by right of his position as a Bencher of the Inn. By the death of Lord Brampton in 1907 King Edward became, in fact as well as by courtesy, the senior Bencher of the Inn.

The first international aeronautic conference, convoked by the French Government to establish rules for aerial traffic, was, says the Paris correspondent of the *Daily Mail*, to meet at the Ministry for Foreign Affairs, on Thursday, under the presidency of M. Millerand, Minister of Public Works. Besides France, eighteen States will be represented. These are Great Britain, Germany, Austria Hungary, Russia, Italy, Spain, Portugal, Turkey, Holland, Belgium, Bulgaria, Roumania, Switzerland, Denmark, Sweden, Servia, Luxemburg, and Monaco. The United States and Norway are not represented. The Aero Club of France has appointed a sub-committee to draw up a list of suggestions to be laid before the conference.

If the efforts which are now being made for the unification of the law as to bills of exchange, promissory notes, and cheques prove successful, this will, says the *Journal of the Society of Comparative Legislation*, be due to a large extent to the energetic efforts of Dr. Felix Meyer, one of the judges of the Berlin Court of Appeal (Kammergericht), who for several years has been most active in his attempts to popularize the scheme, and who, by his work on the comparative law of bills of exchange (*Das Weltwechselrecht*: Band 1, Die Geltenden Wechselrechte in vergleichender Darstellung; Band 2, Entwurf eines einheitlichen Wechselgesetzes. Leipzig, 1909), has not only furthered the cause advocated by him, but also made a most valuable contribution to the science of comparative law. Criminal law reform is in the air. The Austrian Government has issued the drafts of a new Criminal Code and a new Criminal Procedure Code, and the German Imperial Government are making active preparations in the same direction. In the meantime, a draft Code, prepared without Government aid, but published with Government sanction, has recently been issued.

Winding-up Notices.

London Gazette.—FRIDAY, May 13.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANTHONY BROTHERS, LTD—Petn for winding up, presented May 10, directed to be heard May 25. Taylor & Co. Field ct, Gray's inn, for Gwynne James & Son, Hereford. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 24

ARMITAGE & IBBETSON, LTD—Petn for winding up, presented May 9, directed to be heard May 25. Johnson & Co, King's Bench walk, Temple, for Wade & Co, Bradford, solors for the petng creditors Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 24

BRITISH EQUITABLE BOND AND MORTGAGE CORPORATION, LTD—Petn for winding up, directed to be heard April 12, was adjourned, and will be heard before Mr Justice Swinfen Eady, May 25. Robinson & Co, Manchester, for Tyrer & Co, Liverpool, solors for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 24

CONSOLIDATED RUBBER CO, LTD (IN LIQUIDATION)—Creditors are required, on or before June 15, to send their names and addresses, and the particulars of their debts or claims, to Norman Ward Wild and Arthur Taylor, care of Franklin Wild & Co, Broad st av, liquidators

DUROLITE CO, LTD—Creditors are required, on or before May 23, to send in their names and addresses, with particulars of their debts or claims, to H. G. Hale and A. G. Pembroke, 2, Church row, Limehouse, liquidators

G. AIFRED WILLIAMS & CO, LTD—Petn for winding up, presented May 11, directed to be heard May 25 Fairbrother, Leadenhall st, solor for the petner Notice of of appearing must reach the above-named solor not later than 6 o'clock in the afternoon of May 24

HOSUR GOLD MINES, LTD—Creditors are required, on or before June 25, to send their names and addresses, and the particulars of their debts or claims, to William Leonard Bayley, 6, Queen st pl, liquidator

KING BROTHERS (EXPORTERS) LTD—Creditors are required, on or before May 27, to send their names and addresses, and the particulars of their debts or claims, to Angus Newton Scott, 3, Pancras ln, Queen st, liquidator

LLOYD LOWE, LTD—Petn for winding up, presented May 4, directed to be heard May 25. Blyth & Co, Gresham House, Old Broad st, solors for the petners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of May 24

R. ENGLAND & CO, LTD.—Petn for winding up, presented May 5, directed to be heard May 25. Judge & Priestley, Liverpool st, solors for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 24

STANDARD KIESELGUHR CO, LTD.—Petn for winding up, presented April 14, directed to be heard May 25. London & Carpenter, Budge row, solors for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 24

T. H. Crosby, Ltd. (in Voluntary Liquidation)—Creditors are required, on or before May 30, to send in their names and addresses, with particulars of their debts or claims, to Stanley Banning, 15, Walbrook Kimber, Walbrook, solor

Whitby & Co, Ltd—Creditors are required, on or before May 17, to send their names and addresses, and the particulars of their debts or claims, to Henry James Wheeler, 46 and 48, Moor ln, liquidator

Resolutions for Winding-up Voluntarily.

London Gazette.—Friday, May 13.

Durolite Co, Ltd.
Brenneval, Ltd,
Whitley Shields & Co, Ltd.
Hosur Gold Mines, Ltd,
Automobile Electric Lighting Syndicate, Ltd.
William Churchill & Co, Ltd.
Polkey Automobile Electric Lighting Syndicate, Ltd.
Victorian Cornish Gold Mines, Ltd.
L.P.B. Syndicate, Ltd
Royffe & Co. Ltd.
C. H. Baker, Ltd.
Middlesex Investment Trust, Ltd.
Leicester Licensed Victuallers Mineral Water Manufacturing Co, Ltd. (Reconstruction).
American Skating Rink Co. (Nice), Ltd.
Joseph Moss & Sons, Ltd.
Rowley Station Colliery Co, Ltd.
J. M. Porter, Ltd.
Sears Printing and Publishing Co, Ltd
Colombia and North West Trust Co, Ltd.
Capital and Outfits Co, Ltd.
Dominion of Canada Trust Corporation, Ltd.
Co-operative Holiday Guest-Houses, Ltd.
H. Edwards & Son, Ltd.
Canada Settlers' Loan and Trust Co, Ltd.
Walker Brothers Boot and Shoe Stores, Ltd.

The Property Mart.

Forthcoming Auction Sales.

May 23.—Messrs. Salter, Rex, & Co, at the Mart, at 2: Leasehold Residences, &c. (see advertisement, page iii, May 14).

May 24.—Messrs. Debenham, Tewson, Richardson & Co., at the Mart, at 2: Freehold Warehouses (see advertisement, page v, April 16).

May 24.—Messrs. Harrods, Ltd.: Country Houses (see advertisement, page v, April 16).

May 25.—Messrs. Mark Lidell & Son, at the Mart, at 2: Freehold Residence (see advertisement, page iv, May 14).

May 25 and June 8.—Messrs. Edwin Fox, Bousfield, Burnetts & Baddeley, at the Mart, at 2: Freehold Ground-rents, Leasehold Properties, Residences, Freehold Estate, and Properties, &c. (see advertisement, page iii, May 14).

May 26.—Messrs. Leopold Farmer & Sons, at the Mart, at 2: Freehold Manufacturing Premises (see advertisement, page v, May 7).

May 26.—Harper, Walton, & Co., at the Mart, at 1: Premises and Residence (see advertisement, back page, this week).

May 26.—Messrs. Stimson & Sons, at the Mart, at 2: Freehold Ground-rent and Residences (see advertisement, back page, this week).

May 27.—Messrs. Leslie Marsh & Co., at the Mart, at 2: Freehold Estate and Ground-rents (see advertisement page v, April 16).

May 30.—Messrs. Herring, Son, & Daw, at the Mart, at 2: Leasehold Dwelling-houses (see advertisement, back page, this week).

May.—Messrs. Holcombe, Betts & West: Freehold Estate (see advertisement, back page, April 2).

June 6.—Messrs. Collins & Collins, at the Mart: Residences (see advertisement, back page, April 30).

June 8.—Messrs. Trollope, at the Mart: Town Residences (see advertisement, page v, May 7).

June 8.—Messrs. Salter, Rex & Co., at the Mart, at 1: Freehold Property (see advertisement, page iii, May 14).

June 17.—Messrs. Harrods, Ltd.: Country Residence (see advertisement, page v, April 16).

Messrs. Weatherall & Green, at the Mart: New Bond-street Property (see advertisement, page iii, May 14).

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

Last Day of Claim.

London Gazette.—Tuesday, May 10.

Bain, John, Earl's Court rd, Kensington June 5 Gush & Co, Finsbury circus
Baldwyn, Bernard Eyres, Mickleton, Glos June 1 G & O New, Chipping Campden
Bamforth, Tom, Huddersfield May 21 Armitage & Co, Huddersfield
Bishop, John, Bamfurlong, nr Cheltenham June 18 Earengey, Cheltenham
Bradley, Charles, Reading, Chemist June 25 Brain & Brain, Reading
Briggs, Thomas, Cayton, Yorks, Farrier July 1 Kay, York
Bullivant, William Pelham, Bayswater hill July 1 Hores & Co, Lincoln's inn fields
Cowen, William, Greenwich June 30 Spencer & Arnold, Greenwich
Dobb, George John, Truro May 25 Hancock, Truro
Drayson, Richard James, Gravesend May 27 Hatten & Co, Gravesend
Elsworthy, William Hope, Elsham rd, Kensington June 1 Beattie, Bedford row
Eddison, Thomas, Leeds, Wire Brim Manufacturer June 11 Wilkinson, Leeds
Finch, Henry, Linslade, Bucks, JP, Wine Merchant June 4 Attree & Co, Raymond bldgs, Gray's inn
Ford, Mary, Pencarrow, Cornwall June 30 Walker & Co, Theobald's rd, Gray's inn
Frisby, Adelaide, Carlisle mans June 10 Kearsey & Co, Cannon st
Gainsford, George, Brighton June 6 Pollard, Brighton
Garness, Benjamin, Burnt Tree, Dudley, Worcester June 1 Hooper & Fairbairn, Dudley
Gough, Mary Jane, Yardley, Worcester June 18 Reece & Harris, Birmingham
Green, John, Balby, nr Doncaster June 1 Baxter & Co, Doncaster
Halpin, Amelia Mary, Warwick gdns, Kensington June 13 Hepworth & Co, South pl, Finsbury
Hawkins, Sarah Charlotte, Ryde, I of W June 5 Fardells, Ryde, I of W
Haworth, Mary, Isleworth June 24 Archer & Co, Stockton on Tees
Heyward, Mary Nosworthy, Totterdown, Bristol June 16 Miller & Co, Bristol
Jenkins, Sarah Jane Studley, North Petherton, Somerset May 17 Meade-King & Sons, Bristol
Kensington, Rt Hon Grace Elizabeth Dowager Lady, Chester st June 17 Tatham & Procter, Lincoln's inn fields
Lindsay, William, Old Trafford, nr Manchester June 18 Hadfield & Co, Manchester
Lock, John, Wrackleford, Dorset, Dairyman June 14 Lock & Co, Dorchester
Long, John Robert, Birmingham, Fruit Salesman June 3 Rickerby, Cheltenham
Lucas, John, Gravesend June 7 Hatten & Co, Gravesend
Lusk, Dame Eliza, Sussex sq, Hyde Park June 5 Gush & Co, Finsbury circus
Maddin, Charles James, Tooting June 11 Meaby & Co, Dowgate hill
Maddin, Mildred, Graham st, Islington June 20 James & James, Ely pl, Holborn circus
Meegan, Ann, Leeds June 11 Wilkinson, Leeds
Meegan, James, Leeds, Licensed Victualler June 11 Wilkinson, Leeds
Mettam, Robert, Southey, nr Sheffield, Farmer May 21 Watson & Co, Sheffield
Millard, Charles, Cambridge, Farmer May 25 Wootten, Cambridge
Moly, James, Charmouth, Dorset June 7 Forward & Sons, Axminster, Devon
Ord, Elizabeth Dixon, Bengeo, Herts May 31 Dixon & Barker, Sunderland
Peake, William Adams, Hanford, Staffs, Brick Manufacturer June 14 T & E Slaney, Newcastle, Staffs
Proctor, Henry, Stockton on Tees, Clerk June 30 Newby & Co, Stockton on Tees
Rice, Frederick John, Exeter, Ironmongers June 12 R T & H Campion, Exeter
Robinson, Jane, Old Coundon, nr Bishop Auckland May 31 Booth & Wood, Bishop Auckland
Robinson, Col Sir Richard Harcourt, Harley gdns, Kensington June 13 White & Co, Whitehall pl
Rothwell, Lionel Coningsby, Tottington, Lancs, Cotton Waste Bleacher June 18 Watson & Chell, Bury
Sheldon, George Henry, Erdington, Warwick June 6 Saunders & Co, Birmingham
Stewart, Isabel, Addison rd, Kensington June 15 Baker & Co, Cannon st
Stewart, Margaret, Addison rd, Kensington June 15 Baker & Co, Cannon st
Taylor, John, Stretford, nr Manchester May 20 Smith & Sons, Hyde, Cheshire
Townsend, Caroline Martha, Clifton, Bristol June 16 A G & N G Heaven, Bristol
Tyson, William Whitridge, Butterton, Staffs June 14 T & E Slaney, Newcastle
Walker, William, Stainburn, nr Otley, Yorks, Farmer June 1 Render, Harrogate
Ward, Frederick, Whitchurch, Oxford, Baker June 4 Ratcliffe, Reading
Wheeler, Samuel, Hampstead June 30 James & Co, Wrexham
Wild, George, Wolverhampton June 11 Shelton & Co, Wolverhampton
Wilkes, Sarah Ann, Bralles, Warwick June 2 Hancock & Co, Shipston on Stour
Winckworth, Caroline, Tunbridge Wells June 15 Monier-Williams & Co, Great Tower st
Wood, Richard Henry, Sidmouth, JP, DL June 1 Seabroke & Son, Rugby

London Gazette.—Friday, May 13.

Alexander, Philadelphia, Sandown, I of W June 13 Beckingsale, Sandown, I of W
Beaumont, John Percival, Affcot Manor, nr Church Stretton, Salop, Farmer June 14 Marshall & Liddle, Croydon
Bedborough, Frederick Charles, Windsor, Butcher's Assistant June 30 Mercer, Bedford row
Blake, Andrew, Cheam Common, Farmer June 30 Barnard & Taylor, Lincoln's inn fields
Bongiovanni, Guiseppe, Wells st, Oxford st, Wine Merchant June 24 Edwards & Co, Sackville st, Piccadilly
Bonton, Charles, Snaresbrook June 11 Ashbridge, Fenchurch st
Bonton, William, Snaresbrook June 11 Ashbridge, Fenchurch st
Bradley, Charles, Reading, Chemist June 25 Brain & Brain, Reading
Brown, Lavinia, Camden rd, Holloway June 21 Boulton & Co, Northampton sq
Bruce, Michael, Caterham, Surrey June 24 Turner & Evans, Walbrook
Burgess, James Foster, Leicester June 13 Stevenson & Son, Leicester
Chater, George William, Anstey, nr Buntingford, Herts, Vet Surgeon June 15 Hales, Clifford's inn
Cooper, James, Dormans Land, Lingfield, Fruit Grower June 14 Pearless & Co, East Grinstead
Cornforth, Sarah, Manchester May 31 Hall & Co, Manchester

DAVIS, WILLIAM, Fernwood, nr Dallington, Northampton June 14 Davis, Northampton
DAVY, MARY EDITH PARRIS, Worthing June 10 Saxton & Morgan, Somerset st, Portman sq
DOGGETT, EDWIN, Lower Clapton, Clerk June 13 Bastard & Co, Salters Hall ct, Cannon st
DYMOCK, HORACE WALTER, Glenfield, Leicester, Brewer June 30 Simpson, Leicester
EVE, MARY ANN, Bath June 30 Stone & Co, Bath
FERRIER, JOHN, Fouberts pl, Regent st, Watchmaker June 18 Jones & Co, Fleet st
GIBSON, GEORGE FREDERICK HOWARD, Crumpsall, Manchester June 24 Hankinson & Son, Manchester
GOODALL, JOSIAH, Liversedge, York, Butcher May 24 Mitcheson, Heckmondwike
GREENWELL, DOROTHY, Middleton St George, Durham June 20 Ellis, Sunderland
GREENWELL, MARY JANE, Sunderland June 20 Ellis, Sunderland
GREENWOOD, ISAAC BANKS, Golcar, nr Huddersfield May 31 Sykes, Huddersfield
HALLIFAX, ANNIE PAULINE OCTAVIA, Tunbridge Wells June 6 Trower & Co, New sq
HALL, MARGARET BERNARDINE, Hampstead Heath June 24 Field & Sons, Leamington
HEATHCOTE, MARIE OLYMPE, Hereford sq, South Kensington June 30 Sladen & Wing, Queen Anne's gate
HILTON, JAMES FOORD, Ore, Sussex June 28 Gadaden & Pennefather, Bedford row
HURST, FRANK, Drapers gdns, Stock Dealer July 31 Rawle & Co, Bedford row
KIPPING, CHARLES, Woodford, Essex, Fruiterer June 24 Carr & Co, Room in
KNIGHT, WILLIAM, Cuckfield, Sussex, Farmer June 14 Pearless & Co, East Grinstead
LOVEDAY, HENRY JOSEPH, Trafalgar rd, Strawberry Hill June 9 Leighton & Savory, Clements inn, Strand
LUMLEY, SARAGH JANE, Tynemouth June 14 Hoyle & Co, Newcastle on Tyne
MACKENZIE, JAMES, Waterloo, Lancs June 14 Rudd, Liverpool
MACLEOD, FANNY KENDALL, Bournemouth June 24 Pemberton & Co, New court, Lincoln's inn
MAUND, SARAH, Sandown, I of W June 13 Beckingsale, Sandown, I of W
MOON, EDWIN, Hampsthwaite, Yorks, Bookkeeper June 15 Topham, Harrogate
MYERSCOUGH, JAMES EDWARD, Manchester, Wholesale Pork Butcher May 25 Chapman & Brooks, Manchester
NASH, LOUISA ELIZABETH DINAH, Walnut Tree walk, Kennington June 14 Woodroffe, Gt Dover st
NASH, WILLIAM, Walnut Tree walk, Kennington June 14 Woodroffes & Ashby, Gt Dover st
PARKINSON, STEPHEN CRAGG, Preston, Lancs, Drysalter's Traveller May 23 Oakey, Preston
PINDER, HENRY, South Cave, Yorks, Farmer June 12 Burland & Macturk, South Cave, SO
REID, CHARLES, MB, CM, Swindon May 28 Bradford & Co, Swindon
RICE, FRANCES, Clarence rd, Kentish Town June 30 Jennings, Kentish Town rd
RICHARDS, JOHN CURNOW, Newlyn, Paul, Cornwall, Fisherman June 14 Harvey, Penzance
ROBINSON, WILLIAM, Stockton on Tees, Contractor June 11 Thomas & Malkin, Stockton on Tees
ROWELL, ROBERT, Newcastle on Tyne June 30 Armstrong & Sons, Newcastle on Tyne
SMITH, GEORGE, Wrekenton, Durham June 17 Dickinson & Turnbull, Newcastle on Tyne
STAPLETON, JAMES, Aytoun rd, Stockwell June 15 Kendall & Co, Carey st, Lincoln's inn
STEEL, CHARLES, Sheffield, Hants June 9 Cooper & Bake, Portman st
TENDRON, FREDERICK, Bishops Down, Tunbridge Wells June 13 Francis & Crookenden, New sq, Lincoln's inn
THOMAS, SUSAN, Landore, Swansea June 4 James, Swansea
THOMS, MARY JANE, Stoke, Devonport Aug 11 Graves, Plymouth
THORBURN, JOHN, Newcastle on Tyne, Coal Fitter June 30 Cooper & Goodger, Newcastle on Tyne
TUTTON, THEODOSIA MARY, Bath June 30 Stone & Co, Bath
UPSON, JOHN, St Leonards on Sea June 21 Morgan, Hastings
WALKER, JENNY, Stockport June 18 Whitworth, Ashton under Lyne
WALTER, ARTHUR FRASER, JP, Bearwood, Berks June 30 Soames & Co, Norfolk st, Strand
WARD, SUSAN, St Andrews, Bristol June 15 Atchleys, Bristol
WARREN, THOMAS, Banbury, Oxford, Cab Proprietor June 12 Bennett, Banbury
WILDE, ROSETTA, Norwich June 21 Woolsey & Thorold, Norwich
WRIGHT, ELIZA FRANCES, Ranskill, Notts June 11 Hudson, Doncaster
WRIGHT, HENRY SMITH Farnham June 10 Tucker & Co, New ct, Lincoln's inn

Bankruptcy Notices.

London Gazette.—FRIDAY, May 13.

RECEIVING ORDERS.

ADDEY, WILLIAM, Burton on Trent, Coal Merchant Burton on Trent Pet May 11 Ord May 11
APPLEBY, GEORGE, Uttoxeter, Staffs, Baker Burton on Trent Pet May 10 Ord May 10
BARTON, LEONARD, Hednesford, Staffs, Builder Walsall Pet May 9 Ord May 9
BAYLEY, CHARLES HUMPHREY, Lymm, Chester Warrington Pet April 22 Ord May 10
BRAITHWAITE, THOMAS SEPTIMUS, Askam in Furness, Lancs, Labourer Barrow in Furness Pet May 9 Ord May 9
BRINSON, IVOR GEORGE, Treharris, Accountant Merthyr Tydfil Pet April 22 Ord May 9
BROOK, MARY, Holmfirth, nr Huddersfield, Greengrocer Huddersfield Pet May 9 Ord May 9
BROWN, ALFRED ERNEST, Liscard, Auctioneer Liverpool Pet April 7 Pet May 10
CADOGAN, GERALD, Cadogan pl High Court Pet Mar 17 Ord May 10
CHOPPEN, HERBERT STEPHEN, Newport, Essex, Motor Engineer Cambridge Pet May 2 Ord May 9
CLARK, ALBERT HENRY, Walthamstow High Court Pet April 26 Ord May 10
EVANS, WILLIAM HENRY, Birmingham, Confectioner Birmingham Pet May 10 Ord May 10
FINLINSON, PERCY S, Scarborough Huddersfield Pet April 7 Ord May 9
FRETTSOME, JOHN WILLIAM, Leicester, Grocer Leicester Pet May 9 Ord May 9
FRY, JAMES HENRY, Exeter, Butcher Exeter Pet May 9 Ord May 9
GARMENT, HERBERT E, Harrow, Confectioner St Albans Pet May 31 Ord May 11
GAZZARD, WILLIAM, Wotton under Edge, Glos, Beerhouse Keeper Gloucester Pet May 10 Ord May 10
HILLIKER, WILLIAM HAROLD, Purley, Tailor Croydon Pet May 7 Ord May 7
HODGSON, WILLIAM, Blaengwynfi, Glam, Pumpman in Colliery Neath Pet May 11 Ord May 11
HOOKER, ALFRED, Rainham, Essex, Harness Maker Chelmsford Ord May 9
HOOKWAY, LEMUEL EDWARD Drakefield rd, Upper Tooting, Builder High Court Pet May 10 Ord May 10
HOWELL, ARTHUR WILLIAM, Southsea, Tailor Portsmouth Pet April 23 Ord May 6
JEFFERSON, ROBERT PICKERING, Hove, Sussex, Medical Practitioner Brighton Pet May 11 Ord May 11
KEELEY, ALBERT, Ipswich, Grocer Ipswich Pet May 9 Ord May 9
LACON, Sir EDWARD B, Ebury st, Westminster High Court Pet Feb 19 Ord May 11
LITTLE, WILLIAM RESTELL, Palliser ct, Baron's ct, Wine Merchant Hight Court Pet April 16 Ord May 11
LLEWELLYN, CHARLES, Barry Dock, Glam, Tailor Cardiff Pet May 9 Ord May 9
MCMORRAN, WILLIAM EDWIN, Teddington, China Dealer Kingston, Surrey Pet May 11 Ord May 11
MATHESON, FARQUHAR WILLIAM, Cerrigilwydon, Pontrhydyfen, nr Aberavon, Glam, Physician Neath Pet May 11 Ord May 11

MILLER, H, Catford, Baker Greenwich Pet April 8 Ord May 10
MORLEY, GEORGE HERBERT, Doncaster, Grocer Sheffield Pet May 9 Ord May 9
NAISH, HARRY, Blandford, Baker Dorchester Pet May 9 Ord May 9
NEWSON, ROBERT WILLIAM, Lowestoft, Talking Machine Dealer Great Yarmouth Pet May 9 Ord May 9
NORTH, SAMUEL, Eccleshill, Bradford, Wheelwright Bradford Pet May 10 Ord May 10
PHILIPS, ARTHUR REGINALD TREVELYAN, West Norwood High Court Pet Dec 22 Ord May 11
RANDELL, HENRY ARNOLD, Mark ln, Malt Roaster High Court Pet Dec 9 Ord May 11
ROBERTS, MONTAGUE GORDON, Westbury on Trym, Bristol, Tailor Bristol Pet May 4 Ord May 11
ROGERS, JOHN SIMMS, Luton, Straw Hat Manufacturer Luton Pet May 9 Ord May 9
ROGERS, OLIVER, Bath, Jeweller Bristol Pet May 9 Ord May 9
SANDERS, HAROLD ARMYTAGE THOMAS, Pandora rd, West Hampstead, Optician High Court Pet May 11 Ord May 11
SMITH, TOM ALBERT, Moseley, Building Contractor Birmingham Pet May 11 Ord May 11
SNELL, FREDERICK HERBERT, Torpoint, Cornwall, Builder Plymouth Pet April 27 Ord May 10
STOTT, WILLIAM HENRY, Seaton Carew, Durham, Labourer Sunderland Pet May 7 Ord May 7
VAN DE WATER, LEOPOLD LEONCE EDOARD, Mannamead, Plymouth Plymouth Pet April 29 Ord May 11
WALSER, CONRAD, Cheapside, Silk Manufacturer s Agent High Court Pet May 10 Ord May 10
WILLIAMS, JAMES, Poole, Dorset, Builder Poole Pet May 11 Ord May 11
WORSEY, HERBERT, Handsworth, Staffs, Clerk Birmingham Pet May 9 Ord May 9
WRIGHT, THOMAS, JOSEPH WRIGHT, and FRED WRIGHT, Long Eaton, Derby, Lace Manufacturers Derby Pet May 10 Ord May 10

FIRST MEETINGS.

CADOGAN, GERALD, Cadogan pl May 26 at 11 Bankruptcy bldgs, Carey st
CHARLES, GEORGE, Caerau, nr Bridgend, Collier May 25 at 3 Off Rec, 117, St Mary st, Cardiff
CLARK, ALBERT HENRY, Walthamstow May 26 at 12 Bankruptcy bldgs, Carey st
DAVEY, WILLIAM, Roadwater, Old Cleeve, Somerset, Saddler May 21 at 1.15 10, Hammet st, Taunton
ENTWISTLE, WILLIAM THOMAS, Accrington. Tobacconist May 24 at 11 Off Rec, 13, Winckley st, Preston
FALDING, ARTHUR EDWIN, Mexborough, York, Builder May 26 at 12 Off Rec, Figtree ln, sheffield
FERTTSOME, JOHN WILLIAM, Leicester, Grocer May 23 at 3 Off Rec, 1, Berridge st, Leicester
FRY, JAMES HENRY, Exeter, Butcher May 26 at 10.30 Off Rec, 9, Bedford circus, Exeter
HILLIKER, WILLIAM HAROLD, Purley, Surrey, Tailor May 23 at 2.30 132, York rd, Westminster Bridge
HITCHCOCK, THOMAS HENRY, Dudley, Worcester, Egg Merchant May 23 at 11 Off Rec, 1, Priory st, Dudley
HOOKER, ALFRED, Rainham, Essex, Harness Maker May 27 at 3 14, Bedford row
HOOKWAY, LEMUEL EDWARD, Upper Tooting, Builder May 24 at 12 Bankruptcy bldgs, Carey st
LACON, Sir EDWARD B, Ebury st May 24 at 1 Bankruptcy bldgs, Carey st
LITTLE, WILLIAM PESTELL, Palliser ct, Barons ct, Wine Merchant May 25 at 11 Bankruptcy bldgs, Carey st
MUSGRAVE, EDWARD, Cadoxton juxta Barry, Glam, Contractor May 25 at 12 Off Rec, 117, St Mary st, Cardiff
NEWSON, ROBERT WILLIAM, Lowestoft, Talking Machine Dealer May 21 at 12 Off Rec, 8, King st, Norwich
NORTH, SAMUEL, Eccleshill, Bradford, Wheelwright May 23 at 11 Off Rec, 12, Duke st, Bradford
OSTLER, HARRY, East Retford, Notts, Baker May 26 at 12.30 Off Rec, 10, Bank st, Lincoln
PHILLIPS, ARTHUR REGINALD TREVELYAN, Casewick rd, West Norwood June 1 at 12 Bankruptcy bldgs, Carey st
POCOCK, JAMES, Finsbury rd, Wood Green, Builder May 26 at 12 14, Bedford row
PURVES, THOMAS, West Bromwich, Grocer May 24 at 11.30 Off Rec, Wolverhampton
QUANTRILL, W, Winchmore hill, Boot Maker May 25 at 12 14, Bedford row
RANDELL, HENRY ARNOLD, Mark ln, Malt Roaster June 1 at 1 Bankruptcy bldgs, Carey st
ROGERS, OLIVER, Bath, Jeweller May 25 at 12.15 Off Rec, 26, Baldwin st, Bristol
SANDERS, HAROLD ARMYTAGE THOMAS, Pandora rd, West Hampstead, Optician May 23 at 1 Bankruptcy bldgs, Carey st
SIMMONS, MATTHEW, Pendleton, Salford, Builder May 25 at 3 Off Rec, Byrom st, Manchester
SINGLETON, ALFRED JOHN, Clifton, Bristol, Artists' Colourman May 25 at 11.45 Off Rec, 26, Baldwin st, Bristol
SLATER, SAMUEL, Bolton, Fitter May 25 at 3 19, Exchange st, Bolton
SMITH, TOM ALBERT, Moseley, Worcester, Building Contractor May 26 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham
STOTT, WILLIAM HENRY, Seaton Carew, Durham, Labourer May 25 at 3.30 Grand Hotel, West Hartlepool
TALLOWIN, WILLIAM ARTHUR, Buxton, Norfolk, Butcher May 21 at 12.30 Off Rec, 8, King st, Norwich
TUNNECLIFF, JOSEPH, Ilkeston, Butcher May 21 at 11 Off Rec, 47, Full st, Derby
VALLEY, GEORGE, Lincoln, Fruiterer May 26 at 12 Off Rec, 10, Bank st, Lincoln
WALSER, CONRAD, Cheapside, Silk Manufacturer's Agent May 23 at 12 Bankruptcy bldgs, Carey st
WILLIAMSON, HENRY, Barling, Essex June 1 at 2 Shirehall, Chelmsford
WILLS, S DAY OVERTON, Abbey Park, Keynsham, Somerset May 25 at 12 Off Rec, 26, Baldwin st, Bristol
WOOD, WILLIAM JOHN, Bedminster, Bristol, Builder May 25 at 11.30 Off Rec, 26, Baldwin st, Bristol
WORSEY, HERBERT, Handsworth, Clerk May 24 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham

Amended Notices substituted for those published in the London Gazette of May 6:

PATTERSON, WILLIAM, Sunderland, Grocer May 24 at 3.30 Off Rec, 3, Manor pl, Sunderland
SIMPSON, WILLIAM HENRY, Leeds May 23 at 11.30 Off Rec, 24, Bond st, Leeds
WARD J, Walthamstow, Clothier May 26 at 1 Bankruptcy bldgs, Carey st

Amended Notices substituted for those published in the London Gazette of May 10:

COLLINS, LOUIS GRAYSTON, Whitchurch, Glam, Oil Merchant's Manager May 25 at 11 Off Rec, 117, St Mary st, Cardiff
FENTIMAN, JOHN WILLIAM, West Hartlepool, Coal Merchant May 24 at 4 Off Rec, 3, Manor pl, Sunderland
FRANK, GEORGE, Scarborough, Baker May 23 at 4.30 Off Rec, 48, Westborough, Scarborough
GOODWIN, HARRY, Maidstone, Contractor May 24 at 11.30 9, King st, Maidstone
IBBITSON, HANNAH, Leeds, Furniture Remover May 23 at 12 Off Rec, 24, Bond st, Leeds
JEFFERY, EDGAR THOMAS, East Farleigh, Kent, Builder May 24 at 11 9, King st, Maidstone
LAW, DAN, Stanningley, Yorks, Carting Agent May 23 at 11.30 Off Rec, 12, Duke st, Bradford
PUTSEY, TOM, Billington, Yorks, Innkeeper May 23 at 4 Off Rec, 48, Westborough, Scarborough
WARDMAN, WILLIS, Bradford, Butcher May 23 at 12 Off Rec, 12, Duke st, Bradford

ADJUDICATIONS.

ADDEY, WILLIAM, Burton on Trent, Coal Merchant Burton on Trent Pet May 11 Ord May 11
APPLEBY, GEORGE, Uttoxeter, Baker Burton on Trent Pet May 10 Ord May 10
BARTON, LEONARD, Hednesford, Staffs, Builder Walsall Pet May 9 Ord May 9
BRAITHWAITE, THOMAS SEPTIMUS, Askam in Furness, Lancs, Labourer Barrow in Furness Pet May 9 Ord May 9
BROOK, MARY, Holmfirth, nr Huddersfield, Greengrocer Huddersfield Pet May 9 Ord May 9
BROWN, ERNEST CHARLES, Kingston on Thames, Fishmonger Kingston, Surrey Pet April 18 Ord May 6
BRUFORD, ERNEST H, Maxwell rd, Northwood High Court Pet April 7 Ord May 9
CARTER, WILLIAM HENRY, Pill, Somerset, Grocer High Court Pet Feb 21 Ord May 10
CHOPPEN, HERBERT STEPHEN, Newport, Essex, Motor Engineer Cambridge Pet May 9 Ord May 9
DURANTY, CHARLES ALEXANDER FREDERICK, Harlow, Essex, Dairy Farmer Hertford Pet Feb 19 Ord May 4
EVANS, WILLIAM HENRY, Vauxhall, Birmingham, Confectioner Birmingham Pet May 10 Ord May 11
FERTTSOME, JOHN WILLIAM, Leicester, Grocer Leicester Pet May 9 Ord May 9
FRIEND, WILLIAM BEAUCHAMP, Watling st High Court Pet April 13 Ord May 9
FRY, JAMES HENRY, Exeter, Butcher Exeter Pet May 9 Ord May 9
GAZZARD, WILLIAM, Wotton under Edge, Glos, Beerhouse Keeper Gloucester Pet May 10 Ord May 10
GOODWIN, HARRY, Maidstone, Contractor Maidstone Pet April 21 Ord May 10
HANN, CHARLES, Beaminster, Dorset, Builder Dorchester Pet April 14 Ord May 9
HILLIKER, WILLIAM HAROLD, Purley, Surrey, Tailor Croydon Pet May 7 Ord May 7
HODGSON, WILLIAM, Blaengwynfi, Glam, Pumpman in Colliery Neath Pet May 11 Ord May 11
HOOKWAY, LEMUEL EDWARD, Drakefield rd, Upper Tooting, Builder High Court Pet May 10 Ord May 10
JEFFERSON, ROBERT PICKERING, Hove, Sussex, Medical Practitioner Brighton Pet May 11 Ord May 11
KEELEY, ALBERT, Ipswich, Grocer Ipswich Pet May 9 Ord May 9
LLEWELLYN, CHARLES, Barry Dock, Glam, Tailor Cardiff Pet May 9 Ord May 9
MCMORRAN, WILLIAM EDWIN, Teddington, China Dealer Kingston, Surrey Pet May 11 Ord May 11
MARKS, HERBERT TRISTMAN, Adolphus rd, Finsbury Park, Mining Engineer High Court Pet Mar 11 Ord May 9
MATHESON, FARQUHAR, Cerrigllwydon, Pontrhydyfen, nr Aberavon, Glam, Physician Neath Pet May 11 Ord May 11
MORLEY, GEORGE HERBERT, Doncaster, Grocer Sheffield Pet May 9 Ord May 9
NAISH, HARRY, Blandford, Baker Dorchester Pet May 9 Ord May 9
NEWSON, ROBERT WILLIAM, Lowestoft, Talking Machine Dealer Great Yarmouth Pet May 9 Ord May 9
NORTH, SAMUEL, Eccleshill, Bradford, Wheelwright Bradford Pet May 10 Ord May 10
PRIOLEAU, LOUIS ST JULIEN, Wroxham, Norfolk High Court Pet Oct 22 Ord May 11
ROGERS, JOHN SIMMS, Luton, Straw Hat Manufacturer Luton Pet May 9 Ord May 9
ROURKE, CHARLES JOSEPH, Manchester, Paper Stock Merchant Manchester Pet April 14 Ord May 9
ROGERS, OLIVER, Bath, Jeweller Bristol Pet May 9 Ord May 10
SANDERS, HAROLD ARMYTAGE THOMAS, Pandora rd, West Hampstead, Optician High Court Pet May 11 Ord May 11
SHANE, ADOLF, Blaina, Jeweller Tredegar Pet April 2 Ord May 10
SMITH, TOM ALBERT, Moseley, Worcester, Building Contractor Birmingham Pet May 11 Ord May 11
STOTT, WILLIAM HENRY, Seaton Carew, Durham, Labourer Sunderland Pet May 7 Ord May 7
TAYLOR, ARTHUR, Thornton Heath, Keeper of General Stores Croydon Pet May 6 Ord May 9
THOMAS, THOMAS CHRISTMAS, Beaumont st, Mile End rd, Dairyman High Court Pet Feb 28 Ord May 11
WILLIAMS, JAMES, Poole, Dorset, Builder Poole Pet May 11 Ord May 11
WILLS, S DAY OVERTON, Keynsham, Somerset Bristol Pet April 8 Ord May 11
WORSEY, HERBERT, Handsworth, Manufacturer's Clerk Birmingham Pet May 9 Ord May 9
WRIGHT, THOMAS, JOSEPH WRIGHT, and FRED WRIGHT, Long Eaton, Lace Manufacturers Derby Pet May 10 Ord May 10

Amended Notice substituted for that published in the London Gazette of April 1:

GOWER, AMOS CHARLES, Tring, Herts, Licensed Hawker Aylesbury Pet Mar 29 Ord Mar 29

ADJUDICATIONS ANNULLED

MACKERETH, THOMAS, Preston, Lancs, Overlooker Bolton Adjud Nov 19, 1909 Annul April 13, 1910
FORD, ELIZA KATE, Blandford, Dorset, Draper Dorchester Adjud Mar 18 Annul May 6

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